

CALIFORNIA COMMISSION ON TEACHER CREDENTIALING  
PROFESSIONAL SERVICES DIVISION  
1900 CAPITOL AVENUE  
SACRAMENTO, CA 95814-4213



## **REQUEST FOR PROPOSAL-REVISED**

### **Notice to Prospective Bidders**

**June 7, 2004**

You are invited to review and respond to this Request for Proposal (RFP), entitled RFP 0104 PSD CULTURAL COMPETENCY STUDY PURSUANT TO ASSEMBLY BILL 54, Chapter 817, Statutes 2003 (Oropeza). In submitting your proposal, you must comply with the instructions within this RFP.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions (GTC 304) and Contractor Certification Clauses (CCC 304) that may be viewed and downloaded at Internet site [www.ols.dgs.ca.gov/standard+language](http://www.ols.dgs.ca.gov/standard+language). If you do not have Internet access, a hard copy can be provided by contacting either person listed below.

In the opinion of the California Commission on Teacher Credentialing, this RFP is complete and without need of explanation. However, if you have questions, or need clarifying information, the contact person(s) for this RFP are:

Susan Porter, Project Consultant  
Professional Services Division  
CA Commission on Teacher Credentialing  
(916) 327-7105

Crista Hill, Manager  
Contracts - Fiscal and Business Services Section  
CA Commission on Teacher Credentialing  
(916) 322-3459

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

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## SECTION A PURPOSE, BACKGROUND, AND SCOPE OF WORK

### **PURPOSE**

Assembly Bill 54 [Chapter 817, Statutes 2003 (Oropeza)] requires the California Commission on Teacher Credentialing, (Commission), in consultation with the California Department of Education (CDE), to contract with an independent evaluator with proven expertise in design and research to conduct a study of the availability and effectiveness of cultural competency training for teachers and administrators at ten (10) California school sites.

This study must be completed by March 1, 2005 in order that a completed report can be brought for review, comments, and approval to the Commission. After review by the Commission, the Commission will submit a final report including recommendations to the Legislature on or before May 1, 2005.

Proposals in response to this RFP are due no later than **10:00 A.M., Pacific Daylight Time (P.D.T) on August 4, 2004**. (See Key Action Dates – Page 8).

The anticipated start date for this contract is September 2004. The actual start date is contingent upon approval of the Department of General Services – Office of Legal Services (DGS-OLS). A maximum of **\$152,000.00** is available for the study during the FY 2004-05 (July 1, 2004 – June 30, 2005).

### **BACKGROUND**

In 1994, the Commission adopted content specifications and program standards for the Crosscultural, Language, and Academic Development (CLAD) and Bilingual Crosscultural, Language, and Academic Development (BCLAD) emphasis credential. Both certifications authorize the holder to teach English learners in mainstream and specialized classroom settings. The CLAD authorization, available through coursework or exam routes, allows the teacher to teach English learners in English. The BCLAD certificate, available through emphasis programs and examination routes, authorizes the teacher to teach English learners in their first language and in English. California Education Code [§44253.3(3); § 44253.5 (c)] requires knowledge and skill areas for each authorization that specifically address cultural competency training, including: the nature and content of culture, cross cultural contact and interactions, cultural diversity in the United States and California, recognizing and responding to behavior that shows bias based upon race, color, religion, nationality, etc., as well as culture associated with a student's first language and with specific groups. A list of the domains for which the CLAD examination and coursework are based on, can be found at: [www.ctc.ca.gov/profserv/examinfo/cladbclad.html](http://www.ctc.ca.gov/profserv/examinfo/cladbclad.html).

Senate Bill 1969 [Chapter 1178, Statutes 1994 (Hughes)] provided a mechanism to train experienced teachers who did not have the opportunity to participate in the CLAD program during their teacher preparation experience. Senate Bill 395 [Chapter 685, Statutes 1999 (Hughes)], which amended and extended Senate Bill 1969, accommodated those experienced

teachers who did not have access to the training in the initial time period of Senate Bill 1969. The training outlined by both of these pieces of legislation provide increased knowledge of cultural awareness however, they do not provide sufficient cultural competency training or English language development strategies to authorize teachers to teach in designated classrooms for English learners.

In 1998, pursuant to Senate Bill 2042 [Chapter 1178, Statutes 1999 (Alpert/Mazzoni)], the Commission launched a series of reforms in teacher credentialing that resulted in the development of new standards for subject matter preparation, professional preparation, and induction into teaching. The new standards and requirements for earning a multiple or single subject teaching credential were based on both a job analysis and a validity study, in which two separate independent contractors surveyed teachers, school administrators and teacher educators about the knowledge and abilities needed in teaching.

A separate bill, Assembly Bill 1059 [Chapter 711, Statutes 1998 (Ducheny)], was passed as the Commission was preparing to develop standards and reforms pursuant to Senate Bill 2042. This legislation required the Commission to ensure that all teacher preparation programs satisfy standards for the preparation of teachers to teach all pupils, including English learners. These standards were to be based upon an independent job analysis, and to take into account the existing specifications for CLAD coursework and examination routes. The job analysis conducted pursuant to Senate Bill 2042 supported the current CLAD specifications for teaching English language development (ELD) and specially designed academic content in English or Specially Designed Academic Instruction in English (SDAIE), and for using culturally responsive approaches in the classroom to improve student achievement. As a result, the requirements of Assembly Bill 1059 for teacher preparation and induction programs were incorporated into the development of new teacher preparation programs and induction programs as defined in Senate Bill 2042.

The Commission approved new Teacher Preparation and Subject Matter Standards at its September 2001 meeting. As a result of Assembly Bill 1059, these new standards require teacher preparation programs to include theories, methods, and strategies that are specifically geared for the teaching of English learners. In addition, teacher candidates must be prepared to teach content to all students, including English learners, in accordance with student content standards and frameworks adopted by the State Board of Education. The theories, methodologies, and strategies for the teaching of English learners are distributed across three sets of standards. These three sets of standards reflect the new credential structure and were adopted by the Commission, pursuant to Senate Bill 2042 requirements:

- Standards of Program Quality and Effectiveness for the Subject Matter Requirement for the Multiple Subjects Teaching Credential;
- Standards of Quality and Effectiveness for Professional Teacher Preparation Programs; and
- Standards of Quality and Effectiveness for Professional Teacher Programs.

New teachers learn the foundations needed for teaching English learners in their undergraduate coursework (e.g., linguistics). They then build on these foundations during professional

preparation while learning specific methods in ELD, SDAIE, and culturally inclusive approaches in the classroom. Finally, during their induction program, new teachers practice, refine, and develop their knowledge and skill in teaching English learners and in cultural competency.

In this new system, teachers of English learners obtain the knowledge and skill needed to teach California's diverse student population as part of their basic preparation for a teaching credential instead of as an "add-on" to the basic credential. The bulk of this preparation occurs before a candidate earns their first teaching credential.

In the newly adopted standards, the knowledge and skills embodied in the CLAD domains have been updated to reflect current knowledge and policy related to teaching English learners. This includes alignment with the teaching of reading as set out in the English Language Arts Standards and Reading Language Arts Framework for K-12 schools, the English Language Development Standards, and the California English Language Development Test (CELDT).

### **SCOPE OF WORK**

This section of the RFP outlines the tasks to be implemented under the contract for this study. The technical proposal must address all four tasks outlined in the Scope of Work and must describe how the bidder will address these tasks.

For purposes of this RFP, the following terms are defined as follows:

- "Cultural competency" includes, but is not limited to, adequate knowledge of diverse cultures, including languages, that may be encountered by a teacher in the classroom and the appropriate skills to work with pupils and their families.
- "Cultural demographics" includes, but is not limited to, familial country of origin and language, cultural traditions, and beliefs.
- "Low-performing schools" means schools that are ranked in the lowest two deciles on the Academic Performance Index (API).
- "Pupil performance" includes, but is not limited to, test scores, attendance rates, and graduation rates.

### **TASK 1 – Selection of Ten (10) Culturally Diverse Schools**

The contractor is required to work with the Commission, in consultation with CDE, on the selection of ten (10) culturally diverse schools that reflect the demography and geography of California.

In accordance with the guidelines outlined in Assembly Bill 54, Chapter 817, Statute of 2003 (Oropeza), the criteria for the selection of the ten (10) culturally diverse schools must include (but not be limited to) the following:

- The selected schools must reflect cultural and linguistic demographics that are similar to those found in the overall population of California schools, including a proportional number of English learners.
- All schools must have been considered “underperforming” in the year 2001-2002 according to their API scores. Half of the schools selected for this study must have been previously low-performing schools that have shown significant progress in their API scores. The remainder must be low-performing schools that have not shown significant progress in their API scores since the 2001-2002 school year.
- These schools must include teachers who hold a range of teaching credentials. Teacher experience must include, but not be limited to: emergency credential teachers at each school site and teachers who have received cultural competency training.

## **TASK 2: Cultural Competency Evaluation Study: Required Components**

The proposal will provide an evaluation plan to study the cultural competency training programs and the impact on the learning community at each school. The plan will describe how the evaluation will be conducted to study the following components:

### **A. Cultural Competency Training of Teachers**

A description of teacher preparation and training which incorporates the following factors:

- Availability and effectiveness of cultural competency training in teacher credentialing programs and professional development programs in which the teachers and administrators of each school have participated. This includes, but is not limited to: participation in university teacher preparation programs, university and district intern programs, distance learning schools, participation in California Beginning Teacher Support and Assessment programs (BTSA), pre-internship programs, and professional development institutes.
- A comparison of the identifiable differences in cultural competency training at schools with a higher score on the API compared to schools with a lower score on the API.
- Pupil performance and the quality of cultural competency training programs.

### **B. Teacher Demographics of Each School Site Including But Not Limited to:**

- A summary of the cultural demographics, and other background characteristics of the teacher and administrative population at each school, and
- A summary of the patterns, criteria, and attributes that are priorities for staff hiring, compensation, and training at each school.

C. Student Demographics of Each School Site Including But Not Limited to:

- Numbers or percentages of English learners,
- Number of home languages, and
- Socio-economic status of the school and community.

D. Student Academic Performance:

- Study student performance as one of many measures to determine the effectiveness of cultural competency training programs
- A discussion of the API score of each school and study the potential impact of cultural competency.

E. School Commitment to Cultural Competency:

- A description of each schools plan and/or timelines for cultural competency training for its teachers
- A description of the responsiveness of each school and its school district to their communities with regard to developing cultural competency training programs

F. Parent and Community Interactions:

The proposal must include a plan to obtain information about the parent and community interactions at each school, including a description of:

- The interaction between parents, parent organizations, teachers, administrators, and pupils at each school,
- The procedures and policies that influence the interactions between each school and its administrators, teachers, parents, parent organizations, and pupils,
- Whether cultural competency training is effective in building connections between teachers, administrators, pupils, and their families,
- The identifiable differences in community and parental involvement in schools with higher scores on the API compared to schools with lower scores on the API, and
- The identifiable differences in family and community resources, including socio-economic status (SES) of the surrounding community of each school, the percentage of students on free and reduced lunch at each campus, plus other factors that may affect parent and community involvement at each school.

Based on the evaluation findings of A-F, the study should report recommendations for the following questions:

- How can schools improve access to cultural competency training programs for teachers and administrators who attend teacher credentialing programs and professional development programs?
- What criteria should be used to evaluate cultural competency training programs?
- What additional studies are necessary to provide information about types of cultural competency training programs to increase student academic performance?
- What is a successful cultural competency training program and how can this pilot program be implemented?

### **TASK 3 – Project Maintenance Activities**

To monitor project activities, the Commission will require monthly update reports (via telephone conference calls) and four actual meetings with the contractor at the Commission's office in Sacramento. The Technical Proposal must describe how the bidder will address all tasks and activities specified below:

- Mid-project progress report – A mid-project report noting progress on all relevant tasks and activities must be submitted. The report must describe major project deliverables completed, reflect all tasks identified in the invoice, and note any discrepancies, unanticipated outcomes, or problems.
- Monthly telephone conference calls between contractor and Commission staff – The proposal must specify that telephone meetings between the contractor and the Commission's project consultant or designee will be held to provide information on task implementation and status of the study.
- Four meetings to be held at the Commission's office in Sacramento – One of these meetings will be scheduled after the delivery of the mid-project progress report in November of 2004, to discuss the findings of the report. The contractor's chief project officer and the Commission's project consultant will be the required attendees; the Commission staff may also request principal project coordinators and others as they deem necessary. The contractor will prepare the agenda for the meeting in consultation with Commission staff and compile minutes of the meeting. The contractor will pay for all costs to attend meetings associated with the contract.
- Work plan and time line – The proposal provides a work plan and timeline that describes how the bidder will address the tasks described below that are necessary to conduct the study.



#### **TASK 4 – Production and Delivery of Final Written Report**

The proposal must provide a plan and timeline to produce a preliminary and final report.

- It is imperative that the Commission receive a draft report by February 1, 2005, to complete a preliminary review. The bidder will be responsible for making any suggested corrections or edits made by the Commission. The contractor should consult with the Commission staff regarding the style format of the report.
- The final report must include an Executive Summary, the full text, and appendices containing all relevant tabulated materials. The contractor must also submit a standard word processing original of the text and standard spreadsheet or tab-delimited version of all tables and technical appendices. The final report must be provided in a PC compatible format and in a PDF version suitable for distribution and posting on the Commission's website. The contractor is responsible for all clerical and technical staffing and costs to produce drafts, a preliminary report, and a final report.
- By March 1, 2005, the bidder must provide **29** copies of the final report, with concerns and recommendations incorporated to the Commission's Chief Project Officer. The Commission's Chief Project Officer will forward the copies of the final report to the Commission's Executive Director, Commissioners, the Legislative Analyst's Office, the Department of Finance, the State Board of Education, the Secretary of Education, and the chairs of the education policy committees in both houses of the Legislature, in accordance with Education Code Section 60850(d). The final report shall be provided in electronic and bound paper media.

#### **SECTION B MINIMUM QUALIFICATIONS FOR BIDDERS**

Public or private corporations, agencies, organizations or associations may submit applications in response to this RFP. The applicant must be legally constituted and qualified to do business within the State of California (registered with the Secretary of State). With the exception of bidders whose legal status precludes incorporation (i.e., public agencies, sole proprietorships, partnerships), bidders who are not fully incorporated by the deadline for submitting proposals will be disqualified.

The contractor should have **60** months of experience conducting design and research in the area of cultural competency (or a closely related subject) and must have **36** months experience conducting educational studies with the scope and depth required for the proposed study.

## SECTION C PROPOSAL REQUIREMENTS AND INFORMATION

### **KEY ACTION DATES**

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP available to prospective bidders	6/7	10:00 A.M. P.D.T.
Optional Notice of Intent to Apply” sent to Commission by U.S. mail or fax	6/14	5:00 P.M. P.D.T.
Optional Pre-proposal Telephone Conference	6/17	10:30 A.M. P.D.T.
Written Question Submittal Deadline by U.S. mail or by fax	7/16	5:00 P.M. P.D.T.
Final Date for Technical Proposal Submission by U.S. mail or hand delivery	8/4	10:00 A.M. P.D.T.
Final Date for Cost Proposal Submission	8/4	10:00 A.M. P.D.T.
Cost Proposal Opening	8/5	9:00 A.M. P.D.T.
Notice of Intent to Award	8/12	(Tentative Date)
Proposed Award Date	8/19	(Tentative Date)

### **PRE-PROPOSAL TELEPHONE CONFERENCE**

- An **optional** pre-proposal telephone conference is scheduled **at 10:30 A.M. Pacific Daylight Time on June 17, 2004**, for the purpose of discussing this RFP.
- The Commission will set up and pay for the pre-proposal telephone conference call. To participate, bidders should contact Commission staff, Chris Gramith at (916) 445-0229, or email [cgramith@ctc.ca.gov](mailto:cgramith@ctc.ca.gov) no later than **11:30 A.M. P.D.T. – on June 16, 2004**.
- During the pre-proposal telephone conference, Commission staff will provide an RFP overview and respond orally to questions regarding the RFP and contract. No written record will be made of the pre-proposal telephone conference.

## **WORK PLAN AND WORK SCHEDULE REQUIREMENTS TO BE INCLUDED IN THE TECHNICAL PROPOSAL**

- The bidder shall develop a work plan or schedule for task completion to be included in the technical proposal. Identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made.
- This section of the proposal must include a clear and detail plan and timeline to manage and accomplish the scope of work as specified in Section 1 of this RFP:
  - TASK 1 Selection of Ten Culturally Diverse Schools,
  - TASK 2 Cultural Competency Evaluation Study: Required Components
  - TASK 3 Project Maintenance Activities, and
  - TASK 4 Production and Delivery of a final Written Report.

## **MANAGEMENT**

The bidder must present an effective management plan of the internal project management of contract work that ensures accomplishment of the tasks according to the timeline submitted in the technical proposal. The bidder must establish an effective method to successfully accomplish the required work. To be successful, this study requires a plan that enables the bidder to complete tasks on schedule and within budget. The plan must clearly identify procedures for:

- Managing project personnel, subcontractors, and tasks,
- Ensuring adherence to schedule and deadlines,
- Ensuring high-quality products and outcomes,
- Identifying potential problems early and seeking solutions immediately,
- Maintaining frequent communications with Commission staff, and
- Monitoring and controlling the project study expenditures.

## **STAFFING**

The bidder must present a plan that identifies staff to be assigned to the project:

- By name and by title as identified in this RFP (additional staff with other titles may be included, but assigned duties must be clear in the proposal),
- The amount of time staff is devoted to each task,
- Lines of responsibility and approval authority,
- The name of the project director/manager,
- A clear relationship of each position to the work plan and the amount of time each staff person will spend on the project, and
- Identification of the individuals proposed to fill professional positions with accompanying resumes that are sufficiently detailed to allow an evaluation of the person's competency and expertise.

The proposal must include the same level of detail for proposed project coordinators for the subcontractors. Do not include any subcontractor rate information in the technical proposal.

Changes or substitutions to any of the bidder's professional project personnel will require formal approval by Commission staff. The contractor must submit this request in writing at least 30 days in advance of the staffing change and it must be approved before a change in staffing occurs.

### **RELATED ORGANIZATIONAL EXPERIENCE AND CAPACITY EVALUATION PROCESS**

The bidder must describe the capacity, understanding, experience, and ability to perform and administer all tasks related to this RFP including:

- Clear evidence of experience in the development of projects similar to that described in the RFP,
- Clear evidence of experience of collecting data research,
- Clear evidence that key staff assigned has experience in carrying out their proposed relationships for a project or comparable scope and size for public agencies,
- Policy analysis related to education programs, and
- Performance of quantitative and qualitative research in public schools.

### **COST DETAIL: FORMAT, REQUIREMENTS, AND SUBMISSION**

The bid price and all cost information must be submitted in a **separate** sealed envelope from the technical proposal. The bidder is required to send ten (10) sealed cost proposal. "One original signed cost proposal and 9 photocopies. The envelope of the original signed cost proposal and the nine (9) photocopies should be clearly marked as **"Sealed Cost Proposal-DO NOT OPEN"**. Proposals not submitted under sealed cover and marked as indicated above may be rejected.

**Please note: the Technical Proposal and Sealed Cost Proposal can be submitted together as one package but should be clearly identified in its own separate sealed cover.**

The proposed work should be broken down into an outline of the Work Plan and Work Schedule for the purpose of this proposal. The total costs of all tasks cannot exceed **\$152,000.00**.

The cost/price proposal must contain, at a minimum, all of the following:

- Labor costs detail, to include hourly or billing rates for all personnel and the total of number of hours projected for each phase of the project,
- Operating expense detail, to include travel, software, and the bidder's indirect costs for the proposed activities. (Please note: that this contract does allow for the purchase of equipment),
- Identification of costs by task and the total for the entire project, and
- Any subcontractor expenses, displayed in the same manner as the preceding.

Use the sample **Cost Proposal Worksheet** (see Attachment 3 – Page 25) as a guide in preparing your cost proposal.

The contract will be awarded to the lowest bidder meeting the requirements of this RFP. The resulting contract will be a Cost Reimbursement contract based on the Cost Proposal submitted and actual expenses documented for payment.

Issuance of this RFP does not require the Commission to award a contract for this study.

**Please note:** Your total contract bid amount is for all tasks and personnel specified in the Scope of Work and all related overhead or indirect costs. Contract amendments will only apply in the following cases: (1) The Commission requests additional new work outside the scope of this RFP based on legislative action or change in policy by the Commission or CDE, or (2) there is a change of any budget line item(s) of more than ten percent (10%). Non-Competitive Bid Justification approval by DGS – Procurement Division (DGS-PD) is required before the Commission can prepare the amendment. In addition, the amendment must also be approved by DGS-OLS.

## **SUBMISSION OF THE TECHNICAL PROPOSAL**

### **Proposal organization and contents:**

A proposal must be organized as described below. *A proposal that is not organized as required will be deemed non-responsive and will not be evaluated.* A proposal *should* have the content specified below. Missing content will result in a lower score. Provide the specified information in a concise manner. Sufficient detail should be included, however, to indicate (a) that you understand the issues associated with the services and products to be provided and (b) how you plan to accomplish each project task and activity.

**A. Cover letter** that identifies the bidder and indicates that the proposal is in response to this RFP. Include a statement, with an appropriate signature, on the cover page that certifies all of the following:

- That the proposal is a request for a contract with the California Commission on Teacher Credentialing to conduct a crosscultural study as per Assembly Bill 54 (Chapter 817, Statute of 2003 (Oropeza) and
- That the bidder is currently eligible to do business in California.
- The cover letter must also include the name, phone number, fax and e-mail address of the contact person at the organization that is sponsoring the proposal.

**B. Table of Contents** that clearly outlines the major sections of the proposal and indicates by page number the locations of all sections.

**C. Introduction** of *no more than five pages* that briefly demonstrates your understanding of the central issues associated with the tasks to be performed within this study.

## **D. Format of Proposal**

- The proposal should provide straightforward and concise descriptions of the bidder's ability to satisfy the requirements of the RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- All proposals must be submitted in a sealed package and sent to the Commission by the dates and times shown in Section C of the Proposal Requirements and Information (See page 8). Proposals packages received after this date and time will not be considered.
- All proposals shall include the documents in Section E, Required Attachment Checklist (See page 22). Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- The proposal package must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "TECHNICAL PROPOSAL", as shown in the following example:

**Firm Name and Address  
RFP 0104 PSD  
Cultural Competency Study  
Pursuant to AB 54 (Oropeza)  
Technical Proposal**

- The proposal package should be sent in the following manner:  
  
A minimum of ten (**10**) sets of a technical proposal sealed in one cover as follows:
  - (1) *Original technical proposal marked "ORIGINAL COPY TECHNICAL PROPOSAL"*
  - (9) *Additional photocopy proposal sets*
- The original technical proposal must have an original signature signed in blue ink and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may be photocopies of the original signature set.
- If the proposal is made under a fictitious name or business title, the actual legal name of bidder must be provided.
- The proposal package should be prepared in the least expensive method.

## **Technical Proposal/Cost Proposal**

- The technical proposal and the cost proposal can be submitted together as one package but should be clearly identified in its own separate sealed cover.

**Mail or hand delivery (UPS, Express Mail, Federal Express) the proposals to the following address:**

California Commission on Teacher Credentialing  
Professional Services Division  
1900 Capitol Avenue  
Sacramento, CA 95814  
Attn: Susan Porter, Project Consultant

- Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- A proposal may be rejected if it is conditional or incomplete, or if it contains any alternations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial deviation shall in no way modify the RFP document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
- An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Bidder Certification Sheet (See page 23). The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- A bidder may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Section C Key Action Dates (See page 8). Proposal modifications offered in any other manner, oral or written, will not be considered.
- A bidder may withdraw its proposal by submitting a written withdrawal request to the State, signed by the bidder and notify the Commission by mail or hand delivery. A bidder may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- The awarding department may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- The awarding department reserves the right to reject all proposals. The department is not required to award an agreement.
- Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFP requirements.

- Where applicable, bidder should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC 304) are not negotiable.
- No oral understanding or agreement shall be binding on either party.

### **EVALUATION PROCESS**

- At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- The final selection will be made to the lowest monetary responsible bidder achieving a passing score, after application of preferences.
- The Commission reserves the right to reject any or all proposals. Nothing herein requires the awarding of a contract in response to this RFP. The section process complies with the requirements for competitive bidding in the Public Contract Code Section 10344(b) requiring prospective bidders to submit their technical proposals and cost/price proposal in separate sealed envelopes.

### **TECHNICAL PROPOSAL EVALUATION CRITERIA**

Each technical proposal will be opened and evaluated using a three-phase process:

**Phase 1** - pertains to proposal requirements and minimum qualifications. Proposals will be evaluated on a yes/no basis for all criteria within Phase 1. Receipt of a "no" on any criteria in Phase 1 will result in elimination of the proposal from further consideration.

**Phase 2** - which consists of the technical proposal evaluation and the bidder's qualifications and organizational capacity, will yield numeric score ratings. A review panel will rate proposals on the specified criteria (See page 17). Any technical proposal receiving a rating of less than **80** points will be rejected, and will not be eligible for Phase 3 of the evaluation process.

**Phase 3** - of the evaluation process is the public opening of the sealed envelope containing the cost/price proposal. Only those bidders with technical proposals that passed the two phases of



the process will have their cost/price proposal opened and read. Opening of the cost/price proposals will occur on **August 5, 2004**. The Small Business preference will be computed if required, and the supporting documentation is included in the proposal. Adjustments to bid prices will be made accordingly.

**The contract will be awarded to the lowest monetary responsible bidder meeting the specifications as described above.**

## RATING CRITERIA AND EVALUATION FORM

### PHASE 1

#### PART 1: COMPLIANCE WITH PROPOSAL REQUIREMENTS

<input type="checkbox"/> Yes	<input type="checkbox"/> No	Bidder submitted one (1) clearly marked ORIGINAL Technical Proposal and ten (10) copies by the specified deadline: <b>August 4, 2004 no later than 10:00 A.M., P.D.T.</b> to the Professional Services Division.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	The technical proposal contains all of the required attachments (see Required Attachment Checklist – (See page 22).
<input type="checkbox"/> Yes	<input type="checkbox"/> No	The clearly marked ORIGINAL TECHNICAL PROPOSAL SET included the <u>Cover Letter</u> signed by an authorized representative as specified.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	The technical proposal includes a <u>Table of Contents</u> that clearly outlines the major sections of the proposal and indicates by page number the locations of all sections.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	The technical proposal contains an <u>Introduction</u> of <i>no more than five pages</i> that briefly demonstrates your understanding of the central issues associated with the tasks to be performed within this study.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Bidder submitted the Cost/Price Proposals in a <b>separate</b> , sealed cover by the specified deadline: <b>August 4, 2004, no later than 10:00 A.M., P.D.T.</b> to the Professional Services Division. When opened, there should be one (1) clearly marked ORIGINAL SEALED COST PROPOSAL and ten (10) copies.

## PHASE 2

### PART 2: EVALUATION OF TECHNICAL RESPONSE

<b>Part 2, Task 1– Selection of Ten Culturally Diverse Schools</b>	<b>Points Earned</b>
<p>a. The proposal contains clear and detailed procedures for the selection of ten culturally diverse schools in California, in accordance with guidelines set forth in Assembly Bill 54, Chapter 817 Statutes of 2003 (Oropeza). These guidelines addressed in the proposal should include, but not be limited to: how the selection of the ten schools will reflect the cultural, geographic and linguistic diversity of all of California children; how the bidder will determine schools according to API scores; how the bidder will gather and use data on the experience of teachers at each school, including the number of emergency credentialed teachers to determine which schools will be selected for the study. Please see the full text of Assembly Bill 54, Chapter 817, Statutes of 2003 (Oropeza) and Section A, “Scope of Work” - page 3, within this RFP for more detailed information. (10 points possible)</p>	
<p><b><i>Part 2, Task 1– Selection of Ten Culturally Diverse Schools: TOTAL POINTS ( a.)</i></b> <b><i>(10 points possible)</i></b></p>	

<b>Part 2, Task 2 – Cultural Competency Evaluation Study: Required Components</b>	<b>Points Earned</b>
<p>a. The proposal contains a clearly outlined study design, based upon appropriate research methods, which includes (but is not limited to) the following factors: provides an operational definition of “cultural competency training” which allows for a measurable comparisons <b>(of cultural competency training)</b> among teachers and staff and between schools in which the study will be conducted; provides descriptions and examples of data collection instruments and procedures to be used in the study; explains the ways in which pupil performance and API will be incorporated into the research and data collection procedures; the ways in which cultural demographics of the pupil population at each school will be collected; the methods by which data will be collected from school staff, parents and community members in the course of the study; and methods for collecting data on training, experience, cultural background, and other background characteristics of teachers at the schools within the proposed study. Please see the full text of Assembly Bill 54, Chapter 817, Statutes of 2003 (Oropeza) and Section A, “Scope of Work” – page 3, within this RFP for more detailed information. (20 points possible)</p>	
<p>b. The proposal provides a clearly sequenced work plan, including a time line that describes how and when the bidder will address the tasks described in this section (above). (10 points possible)</p>	
<p><b><i>Part 2, Task 2 – Cross Cultural Competence Components: TOTAL POINTS ( a. and b.)</i></b> <b><i>(30 points possible)</i></b></p>	

<b>Part 2, Task 3– Project Maintenance Activities</b>	<b>Points Earned</b>
<p>a. The Technical Proposal includes a tentative schedule of telephone conference meetings, along with anticipated milestones to be reported at these meetings. Milestones should be referenced in terms of Tasks 1 through 4 as described in this document, and in terms of the proposed timeline included in Task 2. (10 points possible)</p>	

b. The proposal specifies the planning and scheduling of meetings between the contractor and the Commission's project consultant or designee, to be held at least four times between the awarding date of the contract and March 1, 2005. These meetings to be held at Commission's office in Sacramento. One of these meetings must be scheduled after the delivery of the mid-project progress report in November of 2004, to discuss the findings of the report. (5 points possible)	
<b>Part 2, Task 3 – Project Maintenance Activities: TOTAL POINTS ( a and b )</b> (15 points possible)	

<b>Part 2, Task 4– Production and Delivery of the Final Written Report</b>	<b>Points Earned</b>
a. The proposal shows how the findings of the Cross Cultural study will be incorporated into the final report, including, but not limited to: the procedures by which the data collected will be incorporated into the final reports; the organization of the final report; the process by which a final draft will be prepared for initial review by the Commission staff, the procedures for amendments and corrections, and the plans for distribution of the final report. (15 points possible)	
<b>Part 2, Task 4 – Production and Delivery of the Final Written Report:</b> <b>TOTAL POINTS ( a )</b> (15 points possible)	
<b>TOTAL POINTS FOR PART 2 (Task 1, 2, 3, and 4) (Out of 75 possible points)</b>	

<b>Part 3 – Minimum Qualifications for Bidders</b>	<b>Points Earned</b>
a. The proposal includes an identified management team that shows adequate experience and resources to ensure accomplishment of the tasks according to the timeline submitted in the technical response, including (but not limited to): curriculum vitae of the management team members; experience of each management personnel in the area of cultural competency and similar educational research; amount of time/percentage of time that members of the management team will be assigned for each task within the technical response. (10 points possible)	
b. The proposal identifies the staff to be assigned to the project, including (but not limited to) the following information: the names and titles of those who will be assigned to the tasks within the study; the roles of each of the individuals who will be assigned to carry out the tasks; the amount of time that each staff will be assigned to each of the tasks; lines of responsibility and authority within each team or task; resumes of those who will be assigned to the technical tasks. (10 points possible)	
c. The proposal describes the contractor's months of experience conducting design and research in the area of cultural competency (or a closely related subject) and months of experience conducting educational studies with the scope and depth required for the proposed study. (10 points possible)	
<b>TOTAL POINTS FOR PART 3 ( a, b, and c )</b> (Out of 30 possible points)	

<b>TOTAL POINTS FOR PARTS 2 and 3</b> <b>points)</b> (Out of 100 possible points)	
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### **PHASE 3 COST PROPOSAL OPENINGS**

This phase consists of opening and evaluating the sealed cost proposals. All proposals that enter Phase 3 will received (80) points or more and considered fully capable of performing the required services.

The sealed envelopes containing the bid price and cost information for the proposals that meet the format requirements and standards shall then be publicly opened and read. The agreement will be awarded to the lowest responsible bidder meeting the requirements outlined in this RFP.

### **AWARD AND PROTEST**

- Notice of the proposed award shall be posted in a public place in the office of the Commission on Teacher Credentialing, 1900 Capitol Avenue, Sacramento, California, and on the following internet site: [ctc.ca.gov](http://ctc.ca.gov) for five (5) working days prior to awarding the agreement.
- If any bidder, prior to the award of agreement, files a protest with the Commission and DGS-OLS, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) bidder would have been awarded the contract had the department correctly applied the evaluation standard in the RFP, or if the department followed the evaluation scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the DGS-OLS has decided the matter. It is suggested that you submit any protest by certified or registered mail.
- Within five (5) days after filing the initial protest, the protesting bidder shall file with the DGS- OLS and the Commission a detailed statement specifying the grounds for the protest.
- Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204) form. This form can be found on the Internet at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) under the heading Standard Forms, and then go to Automated Standard Forms. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, page one (1) of the Contractor Certification Clauses (CCC 304), which can be found on the Internet at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

### **DISPOSITION OF PROPOSALS**

- Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

- Proposal packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

### **AGREEMENT EXECUTION AND PERFORMANCE**

- Service shall start not later than **10** days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor could be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.

### **SECTION D PREFERENCE PROGRAMS**

The State of California encourages participation in state contracting programs by various segments of the business community. One or more of these programs may be involved in a specific contracting opportunity. Contractors can view the applicable website to see if they are eligible for the preference programs.

- Small Business Preferences – [www.pd.dgs.ca.gov](http://www.pd.dgs.ca.gov) -(See Featured Links)
- Target Area Contract Preference Act (TACPA) Act – [www.pd.dgs.ca.gov/disputes](http://www.pd.dgs.ca.gov/disputes)
- Local Agency Military Base Recovery Area (LAMBRA) Act – [www.pd.dgs.ca.gov/disputes](http://www.pd.dgs.ca.gov/disputes)
- Enterprise Zone Act (EZA) – [www.pd.dgs.ca.gov/disputes](http://www.pd.dgs.ca.gov/disputes)

To be eligible, the bidder must complete the Bidder/Bidder Certification Sheet and submit with the proposal. To receive preference for the TACPA, LAMBRA, and EZA, the bidder must complete forms STD. 830, 831, 832 and certify to perform the contract work as specified, the form(s) must be included in the proposal.

### **SECTION E REQUIRED ATTACHMENTS**

#### **DISABLED VETERAN ENTERPRISE PROGRAM**

The contract award will be subject to Disabled Veteran Enterprise Program (DVBE) requirements. A bidder's response to the DVBE requirements in a solicitation can be met by the following manner:

- 1) Achieve the minimum DVBE participation goals; or
- 2) Make and document a "good faith effort" to achieve participation; or
- 3) Submit and have approved a DVBE Utilization Plan. Utilization Plans are administered by DGS- Procurement Small Business/DVBE Outreach and Education Section.

An explanation of the Disabled Veteran Enterprise Program (DVBE requirements can be found at the Internet web site [www.pd.dgs.ca.gov/dvve](http://www.pd.dgs.ca.gov/dvve). (Select “DVBE Resource Package” under “Quick Links”

The DVBE package and the required submittal forms can be found under “Related Websites” at by selecting DVBE Participation Solicitation Package Attachments under “Related Websites”.

## **NON-DISCRIMINATION PROGRAM**

All employers who wish to become contractors with the State must develop and implement a non-discrimination program as defined in Title 2, California Code of Regulations (CCR) Section 8104; unless specifically exempted pursuant to Title 2, CCR Section 8115; which includes contracts under \$5,000.

A bidder must complete a Non-Discrimination Compliance STD 19 form and submit with the proposal or the bid is considered unresponsive.

This form can be found on the Internet at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) under the heading Standard Forms, and then go to Automated Standard Forms.

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## **ATTACHMENT 1**

### **REQUIRED ATTACHMENT CHECK LIST**

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

Attachment	Attachment Name/Description
<input type="checkbox"/> Attachment 1	Required Attachment Check List
<input type="checkbox"/> Attachment 2	Proposal/Bidder Certification Sheet
<input type="checkbox"/> Attachment 3	Cost Proposal Worksheet
<input type="checkbox"/> Attachment 4	Bidder References
<input type="checkbox"/> Attachment 5	Disabled Veteran Business Enterprise Participation Forms and Instructions • STD. 840 Disabled Veteran Business Enterprise Participation Summary • Good Faith Effort Documentation
<input type="checkbox"/> Attachment 6	Target Area Contract Preference Act (TACPA) (If Applicable)
<input type="checkbox"/> Attachment 7	Enterprise Zone Act (EZA) (If Applicable)
<input type="checkbox"/> Attachment 8	Local Agency Military Base Recovery Area (LAMBRA) Act (If Applicable)
<input type="checkbox"/> Attachment 9	Non-Discrimination Compliance Statement (STD 19) Contractor must sign and submit to the awarding agency, (STD 19) which can be found on the Internet at <a href="http://www.osp.dgs.ca.gov/StandardForms/Default">www.osp.dgs.ca.gov/StandardForms/Default</a> , go under the heading of Fill and Print Standard eForm.



## **ATTACHMENT 2**

### **PROPOSAL/BIDDER CERTIFICATION SHEET**

This Proposal/Bidder Certification Sheet must be signed and returned along with all the “required attachments” as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

Do not return Section C, Proposal Requirements and Information (pages 8 through 10) nor the Sample Agreement (pages 27 through 39) at the end of this RFP.

For RFP Primary Only:

- A. Our all-inclusive cost proposal is submitted in a sealed envelope marked “Sealed Cost Proposal – DO NOT OPEN”.
- B. Place all required attachments behind this certification sheet.
- C. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Bidder Certification Sheet  
May Be Cause For Rejection

1. Company Name	2. Telephone Number	2a. Fax Number				
3. Address						
Indicate your organization type:						
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation				
Indicate the applicable employee and/or corporation number:						
7. <input type="checkbox"/> Federal Employee ID No. (FEIN):	8. <input type="checkbox"/> California Corporation No.					
9. Indicate applicable license and/or certification information in box 10 and/or box 11:						
10. Bidder's Name (Print/Type):	11. Title					
12. Signature	13. Date					
<p>Are you certified with the Department of General Services, Procurement Division (DGS-PD), Office of Small Business and Disabled Veteran Enterprise Certification (OSDC) as:</p> <table style="width: 100%;"><tr><td style="width: 50%;">a. California Small Business Enterprise</td><td style="width: 50%;">b. Disabled Veteran Business Enterprise</td></tr><tr><td><input type="checkbox"/> Yes      <input type="checkbox"/> No</td><td><input type="checkbox"/> Yes      <input type="checkbox"/> No</td></tr></table> <p>If yes, enter certification number: _____ If yes, enter your service code: _____</p> <p>NOTE: A copy of your Certification is required to be included if either of the above items is checked “Yes”.</p> <p>If an application is pending, include the date the application was submitted to DGS-PD, OSDC.</p>			a. California Small Business Enterprise	b. Disabled Veteran Business Enterprise	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
a. California Small Business Enterprise	b. Disabled Veteran Business Enterprise					
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No					

## COMPLETION INSTRUCTIONS FOR PROPOSAL/BIDDER CERTIFICATION SHEET

Complete the numbered items on the Proposal/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used to checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the types of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "no" box. If your Office of Small Business and Disabled Veterans Business Enterprise Certification (OSDC) application is pending, enter the date your application was submitted to OSDC.

**PHASE 3**  
**ATTACHMENT 3**

Sample

**COST PROPOSAL WORKSHEET**

**TASK 1: Selection of Ten Culturally Diverse Schools**

<b>COST CATEGORY</b>	<b>TOTAL COST</b>
Professional Staff Hours @ Rate	\$
Technical Staff Hours @ Rate	\$
Clerical Staff Hours @ Rate	\$
Indirect Costs	
Overhead	\$
Fringe Benefits	\$
Other	\$
Direct Costs	
Travel	\$
Materials and Supplies	\$
Other	\$
Subcontractor	\$
SUBTOTAL	

**TASK 2 and 3: Cultural Competency Evaluation Study and Project Maintenance Activities**

<b>COST CATEGORY</b>	<b>TOTAL COST</b>
Professional Staff Hours @ Rate	\$
Technical Staff Hours @ Rate	\$
Clerical Staff Hours @ Rate	\$
Indirect Costs	
Overhead	\$
Fringe Benefits	\$
Other	\$
Direct Costs	
Travel	\$
Materials and Supplies	\$
Other	\$
Subcontractor	\$
SUBTOTAL	\$

**TASK 4: Production of Final Report**

<b>COST CATEGORY</b>	<b>TOTAL COST</b>
Professional Staff Hours @ Rate	\$
Technical Staff Hours @ Rate	\$
Clerical Staff Hours @ Rate	\$
Indirect Costs	
Overhead	\$
Fringe Benefits	\$
Other	\$
Direct Costs	
Travel	\$
Materials and Supplies	\$
Other	\$
Subcontractor	\$
SUBTOTAL	\$

**ATTACHMENT 4**

**BIDDER REFERENCES**

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal **will** cause your proposal to be rejected and deemed non-responsive.

List below three references of similar types of services performed within the last five years. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

## SECTION F SAMPLE STANDARD AGREEMENT

STATE OF CALIFORNIA

ARNOLD SCHWARZENEGGER, GOVERNOR

CALIFORNIA COMMISSION ON TEACHER CREDENTIALING  
PROFESSIONAL SERVICES DIVISION  
1900 CAPITOL AVENUE  
SACRAMENTO, CA 95814-4213

### Sample Agreement

(Contractor's Name)  
(Contractor's Address)

Subject: Agreement Number \_\_\_\_\_

Dear (Contractor's Name):

In an effort to streamline the way the State of California conducts business, we are in the process of standardizing current contracting procedures and formats. The first step toward achieving this goal is to eliminate unnecessary duplication of agreement language and documentation. You will note that in the new format of the Standard Agreement (STD 213), a copy of the General Terms and Conditions (GTC 304) is not provided. The GTC 304 is available on the Internet at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts) and may be downloaded and printed for your files. However, if you do not have Internet capabilities, you may request a hard copy by contacting the person listed in the paragraph below.

This Agreement cannot be considered binding on either party until approved by appropriate authorized State agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expedient handling of this Agreement is appreciated. For inquiries regarding this Agreement, please call *(name and phone number of contact person)*.

**Complete the following item(s) and return to the address stated above:**

- \_\_\_\_\_ Standard Agreement (STD 213) with attached exhibits. Sign the first page of the standard agreement package STD 213 and the additional seven STD 213s enclosed. And return for further processing.
- \_\_\_\_\_ Payee Data Record (STD 204). No payment can be made unless this form is completed and returned.
- \_\_\_\_\_ Contractor Certification Clauses (CCC 304). The CCC 304 package contains clauses and conditions that may apply to your agreement and to persons doing business with the State of California. The CCC 304 will be kept on file in a central location and must be renewed every three (3) years and updated as changes occur. It is available on the Internet site referenced in paragraph one above. Please sign and return the first page of the current CCC 304. Failure to do so will prohibit the State of California from doing business with your company.
- \_\_\_\_\_ A copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California, and which also includes the State of California, its officers, agents, and employees as additional insureds.
- \_\_\_\_\_ The attached Agreement is signed on behalf of *(Department Name)*. Continue processing and when approved, return the original to this office.
- \_\_\_\_\_ The attached approved Agreement is for your records. You are now authorized to provide the agreed upon services.

***(SIGNATURE OF PERSON SIGNING FOR AGREEMENTS)***

Attachment(s) Contractor's Name

**STANDARD AGREEMENT**  
STD 213 (REV 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

State Agency's Name

**Sample Agreement**

Contractor's Name

2. The term of this Agreement is: August 19, 2004 through June 30, 2005

3. The maximum amount of this Agreement is: **\$ (up to \$152,000.00)**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work Pages (s)

Exhibit B - Budget Detail and Payment Provisions Pages (s)

Exhibit C\* - (GTC 304) - General Terms and Conditions Pages (s)

Exhibit D- Special Terms and Conditions (Attached hereto as part of this agreement) Pages (s)

*\*Items shown with an Asterisk (\*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>California Department Of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not Type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
BY (Authorized Signature)	DATE SIGNED (Do not Type)	
PRINTED NAME AND TITEL OF PERSON SIGNING		
ADDRESS		
		<input type="checkbox"/> Exempt per:

## EXHIBIT A

### SCOPE OF WORK

1. Contractor agrees to provide to California Commission on Teacher Credentialing (Commission) Consultant Services as described herein:

Provide a study and a completed report of the availability and effectiveness of cultural competency training for teachers and administrators at ten (10) California school sites.

2. The Project Officer(s) during the term of this agreement will be:

State Agency: CA Commission on Teacher Credentialing	Contractor: To be Announced.
Name: Beth Graybill, Chief Project Officer	Name: <del>Sample Agreement</del>
Phone: 916-445-4103	Phone:
Fax: 916-323-0417	Fax:

Direct all inquiries to:

State Agency: CA Commission on Teacher Credentialing	Contractor: To be Announced.
Section/Unit: Professional Services Division	Section/Unit:
Attention: Susan Porter, Project Consultant	Attention:
Address: 1900 Capitol Avenue, Sacto, CA 95814	Address:
Phone: 916-327-7105	Phone:
Fax: 916-323-0417	Fax:

3. Detailed description of work to be performed and duties of all parties. Address the following issues as applicable:

For purposes of this contract, the following terms are defined as follows:

- “Cultural competency” includes, but is not limited to, adequate knowledge of diverse cultures, including languages, that may be encountered by a teacher in the classroom and the appropriate skills to work with pupils and their families.
- “Cultural demographics” includes, but is not limited to, familial country of origin and language, cultural traditions, and beliefs.
- “Low-performing schools” means schools that are ranked in the lowest two deciles on the Academic Performance Index (API).
- “Pupil performance” includes, but is not limited to, test scores, attendance rates, and graduation rates.

## **TASK 1 – Selection of Ten Culturally Diverse Schools**

## **Sample Agreement**

The contractor is required to work with the Commission, in consultation with California Department of Education (CDE), on the selection of ten (10) culturally diverse schools that reflect the demography and geography of California.

In accordance with the guidelines outlined in Assembly Bill 54, Chapter 817, Statutes of 2003, (Oropeza) the criteria for the selection of the ten culturally diverse schools must include (but not be limited to) the following:

- The selected schools must reflect cultural and linguistic demographics that are similar to those found in the overall population of California schools, including a proportional number of English learners.
- All schools must have been considered “underperforming” in the year 2001-2002 according to their API scores. Half of the schools selected for this study must have been previously low-performing schools that have shown significant progress in their API scores. The remainder must be low-performing schools that have not shown significant progress in their API scores since the 2001-2002 school year.
- These schools must include teachers who hold a range of teaching credentials. Teacher experience must include, but not be limited to: emergency credential teachers at each school site and teachers who have received cultural competency training.

## **TASK 2: Cultural Competency Evaluation Study: Required Components**

The contractor will report the following elements upon the completion of the Cultural Competency Evaluation Study. The study will include the following information: A study of the cultural competency training programs and the impact on the learning community at each school. A description of how the evaluation was conducted to include the following components:

### **A. Cultural Competency Training of Teachers**

A description of teacher preparation and training which incorporates the following factors:

- Availability and effectiveness of cultural competency training in teacher credentialing programs and professional development programs in which the teachers and administrators of each school have participated. This includes, but is not limited to: participation in university teacher preparation programs, university and district intern programs, distance learning schools, participation in California Beginning Teacher Support and Assessment programs (BTSA), pre-internship programs, and professional development institutes.
- A comparison of the identifiable differences in cultural competency training at schools with a higher score on the API compared to schools with a lower score on the API.



- Pupil performance and the quality of cultural competency training programs.

B. Teacher Demographics of Each School Site Including But Not Limited to:

- A summary of the cultural demographics, and other background characteristics of the teacher and administrative population at each school, and
- A summary of the patterns, criteria, and attributes that are priorities for staff hiring, compensation, and training at each school.

C. Student Demographics of Each School Site Including But Not Limited to:

- Numbers or percentages of English learners,
- Number of home languages, and
- Socio-economic status of the school and community.

Sample Agreement

D. Student Academic Performance:

- Study student performance as one of many measures to determine the effectiveness of cultural competency training programs
- A discussion of the API score of each school and study the potential impact of cultural competency.

E. School Commitment to Cultural Competency:

- A description of each schools plan and/or timelines for cultural competency training for its teachers
- A description of the responsiveness of each school and its school district to their communities with regard to developing cultural competency training programs

F. Parent and Community Interactions:

Contractor will provide a report on the description of:

- The interaction between parents, parent organizations, teachers, administrators, and pupils at each school,
- The procedures and policies that influence the interactions between each school and its administrators, teachers, parents, parent organizations, and pupils,

- Whether cultural competency training is effective in building connections between teachers, administrators, pupils, and their families,
- The identifiable differences in community and parental involvement in schools with higher scores on the API compared to schools with lower scores on the API, and
- The identifiable differences in family and community resources, including socio-economic status (SES) of the surrounding community of each school, the percentage of students on free and reduced lunch at each campus, plus other factors that may affect parent and community involvement at each school.

Based on the evaluation findings of A-F, the Contractor will complete the study and provide a report of recommendations for the following questions:

- How can schools improve access to cultural competency training programs for teachers and administrators who attend teacher credentialing programs and professional development programs?
- What criteria should be used to evaluate cultural competency training programs?
- What additional studies are necessary to provide information about types of cultural competency training programs to increase student academic performance?
- What is a successful cultural competency training program and how can this pilot program be implemented?

## Sample Agreement

### TASK 3 – Project Maintenance Activities

The Commission shall require monthly update reports (via telephone conference calls) and four actual meetings with the contractor at the Commission's office in Sacramento. The monthly reports shall describe the progress of all tasks and activities specified below:

- Mid-project progress report – A mid-project report noting progress on all relevant tasks and activities. The report shall describe major project deliverables completed, reflect all tasks identified in the invoice, and note any discrepancies, unanticipated outcomes, or problems.
- Monthly telephone conference calls between contractor and Commission staff – The Contractor shall contact the Commission's project officer or designee to provide information on task implementation and status of the study.
- Four meetings to be held at the Commission's office in Sacramento
  - Meeting One To be Announced
  - Meeting Two (Mid-Project Progress Report) November 2004
  - Meeting Three To be Announced
  - Meeting Four To be Announced

# Sample Agreement

The Contractor's chief project officer (To be Announced) and the Commission's project officer will be the required attendees; the Commission staff may also request principal project coordinators and others as they deem necessary. The contractor will prepare the agenda for the meeting in consultation with Commission staff and compile minutes of the meeting. The contractor will pay for all costs to attend meetings associated with the contract.

- Work plan and time line – The Contractor work plan and timeline to conduct the study are described as follows:

Task 1	To be Announced
Task 2 and 3	To be Announced
Task 4	To be Announced

## TASK 4 – Production and Delivery of Final Written Report

# Sample Agreement

The production and delivery of a draft, preliminary, and final report will be submitted to the Commission as follows:

Draft Report	February 1, 2005
Preliminary Report	February 15, 2005
Final Report	March 1, 2005

- It is imperative that the Commission receive a draft report by February 1, 2005, to complete a preliminary review. The bidder will be responsible for making any suggested corrections or edits made by the Commission. The contractor should consult with the Commission staff regarding the style format of the report.
- The final report must include an Executive Summary, the full text, and appendices containing all relevant tabulated materials. The contractor shall submit a standard word processing original of the text and standard spreadsheet or tab-delimited version of all tables and technical appendices. The final report shall be provided in a PC compatible format and in a PDF version suitable for distribution and posting on the Commission's Website. The contractor is responsible for all clerical and technical staffing and costs to produce drafts, a preliminary report, and a final report.
- By March 1, 2005, the bidder must provide the Commission with **29** copies of the final report, with concerns and recommendations incorporated, to the Commission's Chief Officer. The Commission will forward the final report to the Commission's Executive Director, the Commissioners, the Legislative Analyst's Office, the Department of Finance, the State Board of Education, the Secretary of Education, and the chairs of the education policy committees in both houses of the Legislature, in accordance with Education Code Section 60850(d). The final report shall be provided in electronic and bound paper media.

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to the:

CA Commission on Teacher Credentialing,  
Fiscal and Business Services Section  
1900 Capitol Avenue, Sacramento, CA 95814  
Attn: Mariah Kirk, Accounting Liaison

- C. In accordance with the requirements set forth in the State Contracting Manual (April 2004), Section 7.33 (B), the State may withhold, from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of that payment. Such retained amount shall be hold by the State and only released to the Contractor upon the State's staff determination that the Contractor has satisfactorily completed all of the required services as itemized on the invoice. If it is determined that an amount is withheld, it shall be released pending the completion of all tasks to include the final written report.

**2. Budget Contingency Clause**

**Sample Agreement**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.
- C. This agreement is subject to the availability of appropriated funds, payment deliverables may be delayed.

3. **Completion of Contract Deliverables Pending Current Budget Approval**

- A. If the contractor agrees to complete contract deliverables for the current fiscal year that are funded with a contingency upon budget approval, the Contractor agrees to delay the submission of invoice(s) until the current budget act has been enacted. All invoices applicable to contract deliverables completed before a pending budget, will be dated in accordance of the approved Budget Enactment Date.

4. **Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**Sample Agreement**

5. **Budget Line-Item Adjustment**

Surplus funds from a given line item of the budget, up to ten percent (10%) of that line item, may be used to defray allowable direct costs under other budget line items with prior Commission approval. Any budget line time change of more than ten percent (10%) requires a contract amendment and approval by the Department of General Services – Office of Legal Services. Changes cannot be made which increase the rates of reimbursement.

**EXHIBIT C**  
**(Standard Agreement)**

**Sample Agreement**

**GENERAL TERMS AND CONDITIONS (GTC 304)**

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

**EXHIBIT D**  
**(Standard Agreement)** **Sample Agreement**

**SPECIAL TERMS AND CONDITIONS**

1. **Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. **Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with **the Commission on Teacher Credentialing** within ten (10) days of discovery of the problem. Within ten (10) days, **the Executive Director of the Commission (or appointed designee)** shall meet with the Contractor and Commission's Chief Project Officer for purposes of resolving the dispute. The decision of the **Executive Director** shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. **Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services - Office of Legal Services, if it is negative and over \$5,000.

4. **Potential Subcontractors**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. **Amendments**

Contract Amendments will only apply in the following cases: 1) The Commission requests additional new work outside the scope of work for this agreement based on legislative action or a change in policy by the Commission and/or the State Board of Education, or 2) there is a change in any budget line-item(s) of more than ten percent (10%). Non-Competitive Bid Justification approval by the Department of General Services - Procurement Division is required before the Commission can prepare the amendment. The Department of General Services - Office of Legal Services must also approve the amendment.

## Sample Agreement

### 6. **Ownership of Materials**

The information collected, the data collection instruments used, the reports prepared and submitted to the Commission, and all other materials developed under the terms of this agreement will become the property of the Commission. Any use of these materials by the contractor for reasons separate from completion of the contract requirements, during or subsequent to the contract period, may be done only with written permission of the Commission. It is incumbent upon the contractor to secure this permission. The Commission reserves the exclusive right to copyright such material and to publish, disseminate and otherwise use materials developed under the terms of this contract.

The contractor, in conjunction with the Commission staff, may publish the results of this work in professional journals or present the results at conferences and meetings. However, such publications or presentations must occur only after involvement and discussion with the Commission to ensure appropriate protection of all organizations and individuals involved, as well as appropriate timing of the release of information.

### 7. **Retention of Records**

The contractor shall maintain accounting records and other evidence pertaining to costs incurred, with the provision that the contract shall keep them available during the contract period and thereafter for five full years from the date of the final payment. The Commission must be permitted to audit, review, and inspect the contractor's activities, books, documents, papers and records during the progress of work and for five years following the final payment.

### 8. **Purchase of Equipment**

The purchase of equipment will not be reimbursed under the terms of this agreement.

### 9. **Recycling Certification**

By signing this contract, the contractor has agreed to certify in writing to the Commission, under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post-consumer material and secondary material as defined in Public Contract Code Sections 12161 and 12200, in materials, goods or supplies offered or products used in the performance of the contract, regardless of whether the product meets the required recycled product percentages as defined in sections 12161 and 12200. The contractor may certify that the product contains zero recycled content. (SEE GTC 304).

### 10. **Cancellation**

The Commission reserves the right to cancel the contract at any time during the contract period, and/or if it believes the contractor has not performed, is not performing, or is unable to perform, as required by this agreement.

### 11. **Consultant - Staff Expenses**

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.



12. **Travel Costs**

All travel costs must not exceed those established by the Commission's non-represented employees, computed in accordance with, and allowable pursuant to, applicable Department of Personnel Administration regulations.

**Sample Agreement**

**SECTION G**  
**NOTICE OF INTENT TO APPLY**

**Request for Proposals for Cultural Competency Study**  
**Pursuant to Assembly Bill 54, Chapter 817, Statutes of 2003 (Oropeza)**

Name of Applicant: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**Sample Agreement**

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

***Please send by fax if possible.***

**Return to:**

Commission on Teacher Credentialing  
Professional Services Division  
1900 Capitol Avenue  
Sacramento, CA 95814-4213  
ATTN: Susan Porter  
FAX: (916) 324-8927

Those who plan to submit a proposal in response to this Request for Proposals are encouraged to submit this notice as soon as possible. The purpose of this notice is solely to inform the Commission of the identity of those who plan to participate in the application process, so that any correspondence related to the application process can be appropriately distributed. Submission of this notice is not a promise to submit a proposal, nor does lack of submitting a notice disqualify an applicant from submitting a proposal.